

CHANCERY SALE OF VALUABLE MILL PROPERTY.

Pursuant to the decree and orders of the Court of Chancery, made in this cause of Thompson vs. Thompson et al., depending in said Court, the following Real Estate and Mill Property will be Sold by

PUBLIC AUCTION.

With the approbation of the Master of the Court at London, (James Shanley, Esq.) by

RICHARD NEAL, AUCTIONEER.

ing on the line between Lots Sixteen and Seventeen, where the south-east corner of the Great Western Station grounds at Newbury, strikes the said line between Lots Sixteen and Seventeen, then south-east along said line four hundred and seventeen feet, then south-west two hundred and eight and a half feet, then north-west four hundred and seventeen feet, and then north-east two hundred and eight and a half feet to the place of beginning, upon which is a frame steam Saw Mill, 50 by 22 feet, and twenty-one feet posts, containing an Engine of 20-horse power, with fluid boiler, made by McPherson & Glasgow, of Fingal; also, a Grist Mill, 38 feet by 22 feet, and 23 feet posts, with one run of stones, smut mill and all other appurtenances usually found in a Grist Mill. The above mills are both in excellent running order.

The Saw Mill and Land will be Sold together, and the Grist Mill, with its appurtenances as aforesaid, separately, as it can be removed, excepting the Steam Engine and Boiler, which are retained with the Saw Mill. A satisfactory title will be produced on day of Sale, and Mrs. Thompson will bar her dower.

CONDITIONS OF SALE.

1. No person shall advance less than \$10 at any bidding under \$500, nor less than \$200 at any bidding over \$500, and no person shall retract his bidding

2. The highest bidder shall be the purchaser, and if any dispute arise as to the last or highest bidder the property shall be put up at a former bidding.

3. The parties to the suit, with exception of the vendor, are at liberty to bid.

4. The purchaser of the Saw Mill and Real Estate shall, at the time of sale, pay down a deposit in proportion of \$10 to every \$100 of his purchase money to the Solicitor of the vendor, and shall pay the remainder of the purchase money as follows: One-half, less the one-tenth, in one month and balance in three equal annual instalments; first instalment to be paid in one year from date of Sale and thereafter annually, with interest at eight per cent. on the unpaid purchase money, to be paid with instalments as they become due; this balance and interest to be secured by mortgage on the premises.

The Purchaser of the Grist Mill shall pay one-tenth down on day of Sale and balance in three months thereafter, within which time leave to remove the same is reserved, and before removing the building.

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The Purchaser of the Grist Mill shall pay one-tenth down on day of Sale and balance in three months thereafter, within which time leave to remove the same is reserved, and before removing the building.

5. The purchaser shall have the conveyance prepared at his own expense and tender the same for execution.

6. If the purchaser fails to comply with the conditions aforesaid, or any of them, the deposit and all other payments made thereon shall be forfeited and the premises may be re-sold, and the deficiency, if any, by such re-sale, together with all charges attending the same, or occasioned by the default, are to be made good by the defaulter.

7. A Deed of the Real Estate and Saw Mill will be executed upon being tendered for execution, and a mortgage required on payment of one-half of the purchase money.

CONDITIONS OF SALE.

1. No person shall advance less than \$10 at any bidding under \$500, nor less than \$20 at any bidding over \$500, and no person shall retract his bidding.
2. The highest bidder shall be the purchaser, and if any dispute arise as to the last or highest bidder the property shall be put up at a former bidding.
3. The parties to the suit, with exception of the vendor, are at liberty to bid.
4. The purchaser of the Saw Mill and Real Estate shall, at the time of sale, pay down a deposit in proportion of \$10 to every \$100 of his purchase money to the Solicitor of the vendor, and shall pay the remainder of the purchase money as follows: One-half, less the one-tenth, in one month, and balance in three equal annual instalments; first instalment to be paid in one year from date of Sale and thereafter annually, with interest at eight per cent. on the unpaid purchase money, to be paid with instalments as they become due; this balance and interest to be secured by mortgage on the premises.
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3. The parties to the suit, with exception of the vendor, are at liberty to bid.
4. The purchaser of the Saw Mill and Real Estate shall, at the time of sale, pay down a deposit in proportion of \$10 to every \$100 of his purchase money to the Solicitor of the vendor, and shall pay the remainder of the purchase money as follows: One-half, less the one-tenth, in one month, and balance in three equal annual instalments; first instalment to be paid in one year from date of Sale and thereafter annually, with interest at eight per cent. on the unpaid purchase money, to be paid with instalments as they become due; this balance and interest to be secured by mortgage on the premises.
The Purchaser of the Grist Mill shall pay one-tenth down on day of Sale and balance in three months thereafter, within which time leave to remove the same is reserved, and before removing the building.
5. The purchaser shall have the conveyance prepared at his own expense and tender the same for execution.
6. If the purchaser fails to comply with the conditions aforesaid, or any of them, the deposit and all other payments made thereon shall be forfeited and the premises may be re-sold, and the deficiency, if any, by such re-sale, together with all charges attending the same, or occasioned by the default, are to be made good by the defaulter.
7. A Deed of the Real Estate and Saw Mill will be executed upon being tendered for execution, and a mortgage required on payment of one-half of the purchase money.

Further particulars may be obtained at the Office of Mr. Warren Rock, Wilson's Block, Dundas Street, London, Ontario, Solicitor for the Plaintiff, and from Mr. T. T. IRVING, London, Solicitor for the Defendants,

WARREN ROCK, Solicitor for Plaintiff.

London, September 10, 1868.

J. SHANLY.

With the approbation of the Master of the Court at London, (James Shanley, Esq.) by

RICHARD NEAL, AUCTIONEER,
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IN THE

Village of Newbury

SATURDAY, THE 3rd DAY OF OCTOBER, 1868.

At the hour of 11 o'clock, in the forenoon, on the premises, namely :

Two Acres, be the same more or less, being composed of part of the north-easterly part of the south-half of Lot Number Seventeen, in the Second Concession of the Township of Mosa, in the County of Middlesex, and Province of Ontario, commencing on the line between Lots Sixteen and Seventeen, where the south-east corner of the Great Western Station grounds at Newbury, strikes the said line between Lots Sixteen and Seventeen, then south-east along said line four hundred and seventeen feet, then south-west two hundred and eight and a half feet, then north-west four hundred and seventeen feet, and then north-east two hundred and eight and a half feet to the place of beginning, upon which is a frame steam Saw Mill, 50 by 22 feet, and twenty-one feet posts, containing an Engine of 20-horse power, with fluid boiler, made by McPherson & Glasgow, of Fingal ; also, a Grist Mill, 38 feet by 22 feet, and 23 feet posts, with one run of stones, smut mill and all other appurtenances usually found in a Grist Mill. The above mills are both in excellent running order.

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